Sedloff Publications, Inc. *and* **Amalgamated Food Employees Union Local 590 a/w United Food and Commercial Workers International Union, AFL-CIO-CLC.** Cases 6-CA-14417, 6-CA-14620-1, 6-CA-14620-2, and 6-CA-14802

December 14, 1982

DECISION AND ORDER

BY CHAIRMAN VAN DE WATER AND MEMBERS JENKINS AND HUNTER

On July 7, 1982, Administrative Law Judge Peter E. Donnelly issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief, and Respondent filed an answering brief in opposition to the General Counsel's exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions[2] of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Sedloff Publications, Inc., Portage, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Insert the following as paragraph 1(i):

"(i) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act."

2. Substitute the attached notice for that of the Administrative Law Judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT interrogate employees concerning their activities on behalf of Amalgamated Food Employees Union Local 590 a/w United Food and Commercial Workers International Union, AFL-CIO-CLC.

WE WILL NOT solicit or promise to remedy striking employees' complaints and grievances in exchange for abandoning Amalgamated Food Employees Union Local 590 a/w United Food and Commercial Workers International Union, AFL-CIO-CLC.

WE WILL NOT offer to reinstate striking employees on the condition that they abandon Amalgamated Food Employees Union Local 590 a/w United Food and Commercial Workers International Union, AFL-CIO-CLC, or the strike, or withdraw pending unfair labor practice charges against us.

WE WILL NOT create the impression that employees' union activities are under surveillance.

WE WILL NOT threaten to discharge employees or threaten to subcontract, transfer, or relocate portions of our operation if Amalgamated Food Employees Union Local 590 a/w United Food and Commercial Workers International Union, AFL-CIO-CLC, succeeds in organizing our employees.

[1] The General Counsel has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

We note that the Administrative Law Judge in sec. III,A,3(f), par. 2, inadvertently misdated the conversation between Stepp and McCarty. The record shows that their conversation occurred on April 15. We also note that in sec. III,B,5, the Administrative Law Judge inadvertently miscited *Randle-Eastern Ambulance Service, Inc.* The correct citation is 230 NLRB 542 (1977). We herewith correct these errors.

We further note that the Administrative Law Judge failed to provide the "in any like or related" injunctive language in his recommended Order, although he correctly included it in his notice. We shall modify his recommended Order accordingly.

Finally, we note that in his provision for backpay in his recommended remedy, the Administrative Law Judge neglected to include reference to *Florida Steel Corporation*, 231 NLRB 651 (1977). We herewith correct this inadvertent error.

[2] In affirming the Administrative Law Judge's conclusion that Respondent did not unlawfully terminate striking employees, we do not rely upon any statements in sec. III,B,5, of his Decision which imply that striking employees who have been replaced do not retain any status as employees. Also in his discussion of this issue, the Administrative Law Judge found that whether the strike was prolonged by Respondent's unfair labor practices was an academic question, but stated that he would not find that the strike was converted to an unfair labor practice strike if he had reached that question. We find that, in light of the above disavowal, it is necessary to reach this question. We find, for the reasons detailed by the Administrative Law Judge in his provisional discussion of this issue, that the economic strike was not converted to an unfair labor practice strike by Respondent's conduct.

We agree with the Administrative Law Judge's conclusion that Respondent unlawfully established and implemented its written seniority system. We shall, however, leave to the compliance stage of this proceeding the determination of what reduction in hours employees Spaid and Yanov suffered as a result of Respondent's application of the seniority system.

WE WILL NOT post, maintain, or enforce any unlawfully discriminatory policy prohibiting entry upon our premises by former employees.

WE WILL NOT establish or implement any unlawfully discriminatory seniority system.

WE WILL NOT reduce the employment hours of employees pursuant to any unlawfully established seniority system.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights under the National Labor Relations Act.

WE WILL make Ronald Spaid and Joseph Yanov whole for any loss of pay which they may have suffered as a result of the discrimination practiced against them, with interest.

WE WILL rescind any unlawfully discriminatory rule prohibiting access of former employees to our premises.

WE WILL rescind the unlawfully discriminatory seniority system established on or about April 9, 1981.

WE WILL restore the seniority system as it existed prior to April 9, 1981.

All of our employees are free to become or remain or to refrain from becoming or remaining members of the above-named or any other labor organization.

SEDLOFF PUBLICATIONS, INC.

DECISION

STATEMENT OF THE CASE

PETER E. DONNELLY, Administrative Law Judge: The original charge in Case 6–CA–14417 was filed by Amalgamated Food Employees Union Local 590 a/w United Food and Commercial Workers International Union, AFL–CIO–CLC, herein called the Charging Party or the Union, on April 6, 1981, amended on April 10, 1981, and further amended on May 26, 1981. A complaint thereon issued on May 26, 1981, alleging that Sedloff Publications, Inc., herein called the Employer or Respondent, violated Section 8(a)(1) of the National Labor Relations Act, as amended, herein called the Act, by unlawfully threatening and interrogating employees, promulgating and maintaining an unlawful work rule, and discharging William Black in violation of Section 8(a)(3) of the Act. An answer thereto was timely filed by Respondent on May 29, 1981.

The original charge in Case 6–CA–14620–1 was filed by the Charging Party on June 2, 1981. The charge in Case 6–CA–14620–2 was also filed by the Charging Party on June 2, 1981. The original charge in Case 6–CA–14620–1 was amended on July 17, 1981, and on July 17, 1981 an original order consolidating cases, consolidated complaint, and notice of hearing issued consolidating Cases 6–CA–14620–1 and 6–CA–14620–2, charging that Respondent unlawfully established and maintained a seniority system and thereby reduced the work hours of employees Ronald Spaid and Joseph Yanov in violation of Section 8(a)(3) of the Act. By original order further consolidating cases dated July 17, 1981, the consolidated complaint in Cases 6–CA–14620–1 and 6–CA–14620–2 was consolidated with the complaint in Case 6–CA–14417. The answer to the consolidated complaint in Cases 6–CA–14620–1 and 6–CA–14620–2 was timely filed on July 22, 1981.

The original charge in Case 6–CA–14802 was filed by the Charging Party on August 11 and amended on August 21, 1981. A complaint thereon issued on October 28, 1981, alleging that Respondent violated Section 8(a)(1) of the Act by engaging in various acts of misconduct described therein and by terminating the employment of 13 striking employees, as enumerated therein, and thereafter refusing to reinstate them upon their unconditional offer to return to work; further, that those unfair labor practices prolonged a strike occurring on June 1, 1981. An original complaint and notice of hearing thereon was issued on October 28, 1981. An original second order further consolidating cases issued on October 28, 1981, consolidating Cases 6–CA–14417, 6–CA–14620–2, and 6–CA–14802. An answer to the complaint in Case 6–CA–14802 was timely filed on November 3, 1981. Pursuant to notice a hearing was held before me on December 8 and 9, 1981, and February 22 and 23, 1982. Briefs have been timely filed by Respondent and the General Counsel which have been duly considered.[1]

FINDINGS OF FACT

I. THE RESPONDENT'S BUSINESS

Respondent is a Pennsylvania corporation with an office and place of business in Portage, Pennsylvania, where it is engaged in the retail and nonretail printing and distribution of newspapers and commercial papers. During the 12-month period ending April 30, 1981, Respondent, in the course and conduct of its operations described above, shipped goods and materials valued in excess of $50,000 to points located directly outside the Commonwealth of Pennsylvania from its Portage, Pennsylvania, facility. The complaints allege, the answers admit, and I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION

The complaints allege, the answers admit, and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

[1] No objection thereto having been filed, the General Counsel's motion to correct transcript is hereby granted.

III. THE ALLEGED UNFAIR LABOR PRACTICES[2]

A. *Facts*[3]

1. William Black's discharge

Black was first employed by Respondent as a flyboy[4] in March 1980. Black's mother, Avis Black, also worked part time for Respondent, normally on Wednesdays, and her work involved, among other things, an oral side agreement with Respondent to transport and deliver printed newspapers to various locations, including the post office. Shortly after Black started, he began to assist her in the delivery operation.

According to Eugene Stepp, president of Respondent, and Chuck Slebodnik, a supervisor over the flyboys, Black was unsatisfactory in the performance of his flyboy duties, and unreliable in his other job of assisting his mother in the newspaper deliver operation. In December 1980, Stepp discharged him. At the importuning of Black's mother, and after consulting with Slebodnick, Stepp decided to reemploy Black as a night watchman at Respondent's Solomon Road publishing facility in Portage, Pennsylvania,[5] inasmuch as Respondent was experiencing some security problems at that location. Black's assignment also included making up boxes to be used in shipping out printed material. Black worked in this capacity until late January or early February 1981,[6] at which time he was again discharged by Slebodnik on Stepp's orders. The incident which precipitated Black's firing at this time occurred one night at or about 2:30 a.m. when Slebodnik went to check the Solomon Road facility. Slebodnik entered the premises and called for Black. After about 10 minutes, and without a response, Slebodnik left. He returned again later, this time looking and calling for Black for some 15 minutes and still receiving no response. At this point he left the premises and left a note for Black directing him to punch in every 15 minutes. Later, but prior to the end of the night shift, Slebodnik called the Solomon Road facility and spoke with Black who explained that he had been in the building but had been "hiding." Black testified that he was aware that Slebodnik had come into the building, but denies that Slebodnik called out his name. When asked why he did not make his presence known to Slebodnik, Black testified, "Because he always sneaks up behind me and scares the shit out of me." "I was pulling the same stunt that he was pulling on me, I was going to just stand there and if he called my name, then I would answer him, but he didn't call my name so I didn't answer him, I just stood there and let him look for me."

As a result of this incident, Stepp again instructed Slebodnik to discharge Black and, once again due to the intervention of his mother, Black was reemployed after about 5 days and returned to a flyboy position, and assigned specifically to certain work which included the baling of paper and cleanup.

At the end of March, apparently Tuesday, March 31, Stepp received a call from Respondent's refuse collecting company telling him that they had collected clean scrap paper along with the refuse. It is undisputed that normally the clean scrap is rewound and sold. Since this was the responsibility of Black, Stepp instructed Slebodnik and David Ickes, production manager, to have a talk with Black when he came in on Wednesday morning, April 1, to correct that problem and also another recurring problem in Black's failure to deliver mail bags to the post office in connection with helping his mother in her newspaper delivery agreement with Respondent.[7] Slebodnik and Ickes spoke to Black on Wednesday morning about these problems, but again on Wednesday evening he failed to deliver the mail bags to the post office, necessitating the use of an hourly employee and a company car, with the additional expense involved, to make the delivery. At this point, Stepp decided to allow Black to work out the week and then to have Ickes discharge him at the end of the day on Friday, April 3. On Thusday or Friday, the refuse company again called to say that it had picked up clean scrap paper and, on Friday, Stepp called in Slebodnik and confirmed the decision to discharge Black. He decided not to schedule Black for work on Monday, April 6, but to instruct Ickes to call him at that time to advise him of his discharge. At or about 10 a.m. on Monday, April 6, Ickes called Black, advising him of his discharge and telling him that it was precipitated by his throwing out saleable clean scrap paper and failing to make deliveries of the mail bags to the post office. Black does not deny that he threw out clean paper, nor does he contend that it was not against company policy to do so. Black contends that he and another flyboy, Ron Spaid, were told by Slebodnik that "everything" was to be thrown out, and that he did as he was told, but he concedes that he might have misunderstood Slebodnik since Slebodnik later explained that "everything" meant only the old paper.

Black does not deny failing to deliver mail bags to the post office, but testified that at times papers could not be located when he was to make the delivery and that he left on April 1 with the understanding that, as in the past, they would be delivered by his mother and another employee.

With respect to Black's union activity, it appears that shortly after Black's second discharge, on or about Janu-

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[2] Par. 8 of the complaint in Cases 6-CA-14620-1 and 6-CA-14620-2 was amended at the hearing to allege that Yanov's hours were reduced on or about April 29 rather than April 6.

[3] There is conflicting testimony regarding many allegations of the complaint. In resolving these conflicts I have taken into consideration the apparent interests of the witnesses. In addition, I have considered the inherent probabilities; the probabilities in light of other events; corroboration or lack of it; and consistencies or inconsistencies within the testimony of each witness, and between the testimony of each and that of other witnesses with similar apparent interests. In evaluating the testimony of each witness, I specifically rely upon his demeanor and have made my findings accordingly, and, while apart from considerations of demeanor, I have taken into account the above-noted credibility considerations, my failure to detail each of these is not to be deemed a failure on my part to have fully considered it. *Bishop and Malco, Inc., d/b/a Walker's*, 159 NLRB 1159, 1161 (1966).

[4] Flyboys, in the printing industry, operate as utility workers who help pressmen, stack and tie bundles of papers, stack skids, bind skids (pallets), rewind, and clean up.

[5] Respondent's office facilities are separately located at Caldwell Avenue, also in Portage.

[6] All dates refer to 1981 unless otherwise indicated.

[7] Despite his prior employment problems, Black had continued to assist his mother in this operation.

ary 28 or 29, he contacted the Union on or about February 10, along with flyboys Brent Ritchey and Ron Spaid, with a view toward organizing the Respondent's unorganized employees.[8] Thereafter Black participated in an organizing effort which included talking to several flyboy employees, soliciting union organization cards, and conducting a union meeting at his home on Sunday, April 5, the day before he was discharged.[9] By "Mailgram" dated April 6, and received by Stepp on April 7, the Union asserted that Black had been terminated for his union activity and demanded his reinstatement. Stepp testified that this was his first knowledge of any union activity among the employees.

On April 8, union organizers William Cipriani and George Yurasko, as well as Black, visited Stepp's office for the purpose of requesting Black's return to work and to demand recognition. When Stepp arrived, he asked Black to leave pursuant to the terms of a printed notice, which he pointed out to them, which had been posted nearby. The notice read,

> Attention all employees . . . Company policy prohibits past employees on company property. It is everybodys duty to help enforce this rule. Anyone allowing or encouraging former employees enforce this rule. (without first notifying management) is subject to immediate dismissal. Gene Stepp.

Black left, and thereafter Cipriani and Yurasko formally demanded recognition from Stepp and provided him with union authorization cards to support their demand. Respondent declined to recognize the Union. Thereafter a National Labor Relations Board election was held on May 21, which the Union won, and to which Respondent filed objections on or about May 26.

2. The notice

On April 7, Stepp posted at several locations at its facilities the notice set out above. Stepp testified that these notices had been posted previously at times when he felt the return of certain discharged employee represented a threat to the Company where they "might cause damage to my company" because of some animosity toward the Company. Although Stepp concedes that such notices were not posted in the instance of every discharge, and were not posted when Black had been discharged previously, it does appears that such notices had been posted previously in 1975 when an employee named Rick George was fired, whom Stepp described as destructive and rebellious. Notices were posted again in 1980 when two employees named Chuck Spaid and Billy Sinclar were discharged for fighting. In Black's case, Stepp testified that the notice was posted, "Because his mother would still be working for me, and I did not want him coming on the premises on the days that she was working for me, or any days, or for that matter, I had had enough of Mr. Black's problems in the past, and I wanted that to be the end of it."

It is undisputed that several former employees, other than the three mentioned above, did from time to time come on to the premises and visited in the work areas.

3. The 8(a)(1) allegations

a. *Picket line conversation*

On or about June 10,[10] stepp received a report from Fancis Shuty, pressroom supervisor, that one of the pickets at the picket line had a gun and that a driver who made a delivery at the Solomon Road location was refusing to leave on that account. When his calls to the police department went unheeded, Stepp went to the picket line where he discovered that Black had a gun. That matter was amicably resolved when Black agreed to put the gun away.

According to Black, Stepp then engaged the pickets in conversation, asking them why they had gone on strike and why they wanted a union, to which they responded with a litany of complaints, including matters of seniority inequities, health insurance coverage, work breaks, and discipline. Black testified that Stepp suggested that it might be possible to work things out if the flyboys "dropped" the Union and came back to work. He also offered them reemployment, but told them that their return to work depended on dropping the Union, abandoning the strike, and withdrawing their unfair labor practice charges. Black mentioned that things might be worked out if Stepp and the strikers could discuss the problems in the presence of a union representative. Stepp said that he did not think that he could do that and would have to contact his lawyer. The testimony of other pickets, namely, Spaid, Yanov, Ritchey, and Leap, are substantially corroborative of Black's version. According to Black, the pickets got back to Stepp on the following day, telling him that they could not drop the Union. Stepp responded, in substance, that he could not talk to them unless they did; that he would get in trouble by meeting with the pickets without their union representative present unless they dropped the Union.

Stepp, on the other hand, testified that on June 10, after the incident involving Black's gun, he was questioned by Yanov and Paul Reed about the strike replacements and about the objections to the election filed by Respondent. According to Stepp, it was Black who asked Stepp if he would consider meeting with the flyboys, alone, to resolve the problems, without attorneys or union representatives, and Stepp responded that he would have to contact his lawyer because he was not

[8] Respondent's pressmen employees were already represented under contract by the International Graphic Arts and Printing Trades Union, while another group, including typesetters and composition employees, was represented under contract by the International Typographical Union.

[9] Although Black testified that the organizational drive began about February 10, he did not sign an authorization card himself until Friday, April 3. With the exception of flyboys Brent Ritchey and Joseph Yanov, whose authorization cards are dated March 3, no other authorization cards were signed until April 3 or later.

[10] While there is some dispute about the date of the conversation, I conclude, despite the testimony of some of the pickets that it occurred prior to June 10, that it actually occurred on June 10, as Stepp testified. While Black and Yanov, on redirect examination, testified that it did not occur as late as June 10, I do not credit them in this regard, particularly since Black, on direct examination, testified that the event occurred in "mid-June," and Yanov in his affidavit put the date as "a few weeks after the strike began."

sure such a meeting was legal. He also asked Black what he could do about the pending unfair labor practice charges if such a meeting were possible, and Black said that he could get them dropped.

On the evening of June 10, several of the pickets, including Black and Yanov, met Stepp as he left his office. Upon inquiry, Stepp told them that he had not been able to reach his attorney and would do so the following day, and Black asked if he would be willing to meet with them alone if it were legally possible. Stepp replied that he was not opposed to such a meeting.

Stepp was unable to contact his attorney on June 10, but did reach him on June 11 and was advised not to speak to anyone on the picket line again.

Also on the morning of June 11, Yurasko and Yanov came to visit Stepp at his office to discuss resolving the strike, but at that time Stepp declined, pursuant to prior advice of counsel, to discuss the matter, referring them instead to his attorney. Apart from the matter of date, I am persuaded, with respect to the substance of the conversations, that the record supports the corroborated versions offered by the pickets and I credit those accounts in reaching my findings herein.

b. *Stepp's conversation with Redfern*

Kenneth Redfern was employed by Respondent as a truckdriver. His wife Bonnie Redfern was also employed by Respondent. Kenneth Redfern testified that on Monday, March 30, his wife received a telephone call from another employee named Joan Sloan. After the conversation, Redfern's wife told him that Sloan had told her that Bill Black had been to Sloan's house and that Sloan had signed an authorization card.[11] She also told Bonnie Redfern that she (Redfern) had been fired. Later in the evening Black called Kenneth Redfern promoting the Union and soliciting an authorization card. Black also came to Redfern's house thereafter to solicit Kenneth Redfern to sign an authorization card, but he declined.

On the following day, March 31, Kenneth Redfern testified that he went to see Stepp in his office. He told Stepp about the events of the previous evening, and asked Stepp if his wife had been fired. Stepp told Redfern that Sloan had also called him saying that Black had been to her home and that she had signed a union card. According to Redfern, Stepp also said that he would sell his trucks to another company and lease them from it, and that, with respect to the flyboys, he would have their work performed by a company located adjacent to Respondent's premises. Redfern testified that Stepp also said that he knew Black was behind the Union, and mentioned that Black's father had been a union organizer for Conrail.

Stepp testified that he had two conversations with Kenneth Redfern and that the first was on April 8. According to Stepp he received a telephone call from Sloan on April 7, wherein Sloan told him that she had been told by Billy Black on the night of April 6 that she was going to be fired because of her involvement with the Union.[12] Stepp told her that that was absurd; that no one was being fired; and that Black was fired for another reason. Later in the day Stepp testified to receiving a telephone call from Bonnie Redfern telling him that she also had been informed either by Billy or Avis Black that she had been fired. Stepp responded that this was not true and that she was to report to work as normal. According to Stepp, whose testimony I credit in this respect, Redfern did not meet with him until the following day, Wednesday, April 8.[13] At that time, Redfern went to Stepp's office at or about 9:30 a.m. He expressed his concern over a rumor that all of the people were going to be fired, including his wife. Stepp reassured him that this was not the case, and that only one person (Black) had been fired. Stepp also testified to a second conversation with Redfern about 1-1/2 weeks later wherein Redfern volunteered that Pat McCarty, another driver, had been attending union meetings and also that there was an hostile attitude among the flyboys. Stepp told Redfern that he had a lawyer and a strike manual and was ready for such an event if it occurred. Stepp denied any conversation with Redfern about what would happen to the business or the jobs if the Union were successful. Specifically, he denied any conversation about the elimination of any jobs. Stepp did recall saying that Black's father was probably helping him in the organizational effort since Avis Black had previously told him that Billy Black's father was "an organizer for Conrail." Stepp denied inquiring about which employees had signed authorization cards and never asked anyone to inquire for him concerning the identity of card signers, or the union activities of employees. While I have concluded that the conversation in issue took place on April 8, a careful review of the relevant testimony convinces me that Redfern's vision of the substance of his conversations with Stepp is more accurate, and I credit his account.

c. *Ickes' conversation with Redfern*

Redfern testified that within a few days after his conversation with Stepp, which I have concluded occurred on April 8, Redfern had a conversation with Ickes while driving to a repair shop to pick up a truck. Redfern testified that Ickes asked him if he had signed a union card and Redfern denied it, saying he did not intend to sign a card until McCarty signed one. Thereupon Ickes stated that, if the Union came in, he, apparently referring to Stepp, could break up the Company or move it to Pittsburgh, and Ickes warned Redfern to watch out for McCarty because all McCarty wanted was for Redfern to sign a card and then McCarty would not have to sign one. Inasmuch as Ickes did not testify at the hearing, this testimony is not rebutted and I credit Redfern's version.

[11] Sloan's authorization card is dated Monday, April 6 (G.C. Exh. 4).

[12] As noted earlier, Black had been fired on the morning of April 6.

[13] In making this finding, I particularly note that Kenneth Redfern testified that he had been advised on the night of March 30 that Sloan had signed a card on that date, the day before he spoke to Stepp. Since Sloan's authorization card is dated April 6, this supports the conclusion that his conversation with Stepp took place after April 6, and not as early as March 31.

d. *Slebodnick's conversation with Redfern*

Later in the same day as the above conversation with Ickes, Redfern also testified that he spoke to Slebodnik at the plant on Solomon Road. During this conversation he asked Redfern if he had signed a union card. Redfern replied that he assumed that if McCarthy signed a card he would also, whereupon Slebodnik told him that, if he signed a union card, he could lose his job. Despite Slebodnik's denial that he had any conversation with Redfern concerning the union matter I am satisfied that the entire record supports the conclusion that the conversation occurred on April 8, substantially as testified to by Redfern.

e. *Slebodnick's conversation with McCarty*

McCarty testified that around April 8 he had a conversation with Slebodnik outside the plant. Slebodnik asked him if he knew about the Union coming in, and McCarty said that he did. Slebodnik told him that he had overheard Stepp in a telephone conversation with someone from Drenning Leasing Company and that during the conversation Stepp had said that he was going to lease out the trucking to Drenning and that therefore McCarty might be out of a job, adding that he wanted McCarty to know this because, "You got a wife and kids."

Slebodnik conceded that he did overhear a telephone conversation between Stepp and someone from Drenning sometime in mid-April and that he told McCarty, as a friend, about the conversation. However, Slebodnik testified that he told McCarty only that he had heard Stepp ask if Drenning could haul for Respondent in the event of a strike, and he denied threatening McCarty's job. In evaluating all the pertinent testimony, and applying the criteria set out above, I conclude that McCarty's testimony concerning this conversation is the more credible.

f. *Stepp's conversation with McCarty*

McCarty testified that shortly after the above conversation with Slebodnik, perhaps the same day, and after Black's discharge, Stepp called him into his office where Stepp told him that Respondent was having trouble with the Union coming in and let him know that there were two options, either to move the operation to Pittsburgh, or to lease out the trucking operation. He told McCarty that he had been with Respondent a long time and he wanted him to know about it.

Stepp recalled having a conversation with McCarty on or about April 5 when McCarty came to his office after his conversation with Slebodnik. McCarty expressed concern over the possibility of his job being eliminated if the Union came in. Stepp testified that he reassured him that his job was not in jeopardy and that, as long as he performed his job, Stepp would protect his job. Stepp denied making any reference to moving the Company to Pittsburgh. A review of the competent testimony, including the fact that McCarty is an employee with 13 years' service, still employed by Respondent, with little to gain by testifying against his Employer, convinces me that McCarty's account of the content of his conversation with Stepp is the more accurate and I credit that account.

4. The seniority system

It appears that the flyboys are scheduled work on a daily basis. The selections for work on the following day are made during the day and a schedule posted, listing those who are to work. Those not working that day call Respondent and are then advised whether they are scheduled to work or not the following day. The selections are made by Slebodnik and Shuty, primarily on the basis of seniority. The record recites several incidents of "bumping" by senior flyboys where a less senior flyboy had been scheduled to work ahead of them. I am satisfied, despite efforts made by Respondent to show that abilit, as well as seniority, was consideration for selection, that the basic criteria for selection by Slebodnik and Shuty was seniority.

It is undisputed that during the period prior to the Union's organizational effort Spaid and Yanov were treated as having seniority dates of May 1977 and October 1978, respectively, which made Spaid the most senior and Yanov the fourth most senior employee for purposes of work assignment.

With the advent of the union organizational effort, Stepp decided to formalize the previously unwritten seniority roster. Stepp testified that this was done because he was under the impression that, "since the Union was active on the scene," it might be necessary, if the Union were successful, to discuss seniority in negotiating a contract. Stepp had a seniority list made up on April 9 and copies of it were delivered to Slebodnik and Shuty on April 10. Stepp testified that it was his intent that the list to be used to assist them in resolving work assignments where seniority was in issue.

On the new written seniority roster, Yanov was given a seniority date of August 8, 1979, and Spaid a seniority date of December 17, 1979. This was done despite their having been treated previously, for seniority purposes, as having the earlier seniority dates as noted above. Stepp explained that both had breaks in service just prior to their 1979 seniority dates resulting in later seniority dates. Yanov's break in service was attributed to his leaving to seek work elsewhere and Spaid's to a discharge for absenteeism, with both returning as new hires. It is undisputed, however, that their treatment for seniority purposes was the same both before and after the alleged breaks in service, until the written seniority list was made up in April 1981. In other words, the record discloses that their alleged breaks in service were not considered in making work assignments until the written seniority list was made up. Further, the record discloses that they had exercised their seniority to bump flyboys who had occasionally been assigned to work ahead of them.[14]

[14] At the hearing, the parties stipulated "that the number of hours per week pattern for Ronald Spaid and Joseph Yanov was substantially the same prior to the points in time when Respondent contends that there was a separation of employment and the number of hours pattern after the return from their alleged separation of employment until the time when Respondent first learned of the Union organizing effort."

Slebodnik testified that he was given the seniority list by Stepp saying that "he felt that we had to go by this list because he had two other unions, and you know, they had dates of when people were hired . . . ."

Shuty's testimony discloses that the new written seniority list was a factor in deciding who to select when there was less than full employment, and that he did work the more senior flyboys. Shuty testified, "Some weeks, when we couldn't guarantee a full week to anybody, I would go by the man with the oldest service time." With respect specifically to Spaid and Yanov, Shuty testified, "I had treated them as being senior persons, up until this list was given to me."

Spaid testified that during the month of April he worked less than usual, and that for 1 entire week he was not selected to work at all.[15] He then went to see Stepp to find out why he was not working and when he did so he encountered Stepp and Slebodnik. When he questioned them about it, he was told by Stepp that "since the Union come down and wanted recognition that he had to make a seniority list." Stepp also told him that his seniority placed him eighth among the flyboys, being credited with 2-1/2 years of seniority. When Spaid protested, he was told that he had had a break in service when he was fired and rehired in 1979.

Yanov testified that he was not scheduled to work on April 29 or 30, while others with less seniority were scheduled to work, and so on April 30 he went to the plant and spoke to Shuty, asking him why his seniority had been "dropped." Shuty replied that Stepp had given him a new seniority list and that if he had any question he should see Slebodnik, whereupon he raised the matter with Slebodnik, who had told him that there was a law providing that an employee with a break in service had to go to the bottom of the seniority list.

5. Termination of strikers

As noted above, 11 of the flyboys went on strike shortly after noon on Monday, June 1. Bill Black, already discharged, joined them on that day. His mother, Avis Black, apparently was not scheduled to work on June 1 nor did she report to work thereafter and was subsequently observed by Stepp at the picket line. As to Avis Black, Stepp also testified that Joan Crokota telephoned her at his request and was informed by Crokota that she had joined the strike and would not be reporting for work. Thus it appears that a total of 13 employees were participating in the strike.

On June 2 at 6:30 a.m. Stepp and his attorney met at the attorney's office in Pittsburgh. They discussed the replacement of striking employees and the attorney gave Stepp a sample letter for his use in advising striking employees that they had been replaced. It appears from Stepp's unrebutted testimony that the sample letter was dated June 1 and used the date June 1 as the replacement date. Later in the day, at or about noon, Stepp returned to his office and gave the letter to his secretary to type for mailing to the strikers. In typing the letters, the secretary retained the June 1 date of the model letter despite the fact the date was actually June 2. The replacement portions of the letters were identical and read, "Effective June 1, 1981, you have been permanently replaced in your employment with our company." Letters were sent to all 11 striking flyboys by registered mail on June 2, and 9 of the letters were received by them on the following day, June 3. Paul Reed received his letter on June 11, and Dale Thomas received his on June 16. Avis Black was advised of her replacement by letter dated June 3 received by her on June 9.

The record shows that Stepp began the process of replacing the striking flyboys on the first day of the strike, June 1. Several replacements actually went on the payroll as of either June 1 or 2. These included Robert Skutch, Tom Krull, Doug Gilpatrick, William Burggraf, Darryl Sinclair, Rick Dividock, and Eugene Lutz. Robert Crum was hired on June 2 to begin work on June 9. John Cruse was hired by telephone on June 3, without a prior interview. He filled out an application dated June 5, and started work on June 11. Ed Richardson's application is dated June 3, 1981. Stepp testified that he agreed to hire him on June 2; however, Richardson would not accept employment without the concurrence of his father, which occurred on June 3. In these circumstances, I conclude that his hiring date was actually June 3, 1981. David Bem's employment application is dated June 3 and Stepp testified that he was hired on that date, although he did not begin work until June 15 due to his giving notice to his present employer. John Cadwallader's application is dated June 5, and Stepp testified that was also the date that he was hired. Robert Hinderliter's application is undated, but contains a notation by Stepp, "Summer only 6–4–81," and indicates that he was hired part time as a temporary replacement for the summer beginning work on June 9. Gregg Hanna's application, dated June 5, indicates that he was hired full time on that date. Stepp testified that he did not begin work until June 9, the day after his graduation from high school. Theodore Nesbella's application is dated May 12. Stepp testified that there was no employment at that time and that he hired Nesbella on June 5 to report for work on June 9. Richard Meyers' application is dated June 5 and indicates that he was hired full time on June 5. Derrick McDonald's application is dated June 9. While it indicates that he was to begin work on June 9, he actually started on June 10. While his application states "part time—possible full time," Stepp testified that he was employed full time. John Serre's application is dated June 15. Stepp testified that he was hired that day as temporary summer replacement and began work on June 16. It appears that, on or about July 27, Respondent made an offer of unconditional reinstatement to Black in an effort to resolve the dispute and end the strike, and, by letter dated July 29, the Union, on behalf of the striking employees, offered to return to work. Black was rehired on August 3. On November 17 letters offering reinstatement were sent to Dale Thomas, Bryant Wolford, and Paul Reed. Offers of reinstatement were also sent on November 24 to Mark Hagerich, Arthur Yogus, and Martin Leap.

[15] Respondent's payroll records indicate that this was the payroll period ending on May 2.

Reed responded that he was ill and unable to accept at that time. Wolford and Leap did not respond while Yogus, Hagerich, and Thomas did return to work.

B. *Discussion and Analysis*

1. William Black's discharge

The General Counsel takes the position that Black was discharged on Monday, April 6, because of his activity on behalf of the Union in attempting to organize Respondent's employees. Respondent on the other hand argues that Black was discharged because he was an undesirable employee with a history of employment difficulties, notably in the week prior to his discharge, when he failed to make certain deliveries of newspapers and disposed of valuable clean paper.

I have some reservations about the intensity of Black's union activity prior to his job difficulties immediately preceding his discharge. He did not sign a union card until April 4, and the employee meeting at his house was held on April 5. Nonetheless, it is clear that he was engaged in some union related activity prior to his discharge. However, in order to establish that Black was discharged because of his activity on behalf of the Union it is essential for the General Counsel to show that Respondent was aware of such union activity at the time of his discharge. It is the General Counsel's burden to prove that the Company had such knowledge. In this case, the General Counsel failed to meet that burden.

While the General Counsel contends that Respondent was aware of Black's union activity prior to his discharge on April 6. Respondent contends that it first became aware of his union activity on April 7, by way of a telegram from the Union protesting his discharge. The General Counsel contends that certain conversations between Redfern and agents of Respondent, as set out above, in addition to violating Section 8(a)(1) of the Act, also show that Respondent was aware of union organizational activity prior to April 6. However, I have concluded that Redfern's testimony with respect to the dates of the conversations is not credible and, further, that those conversations occurred after Black's discharge. The record is otherwise insufficient to show that Respondent had any knowledge of union activity prior to the time of Black's discharge. Obviously, not being aware that Black was engaged in any union activity, Respondent could not have discharged him for that reason. Accordingly, it is my recommendation that the 8(a)(3) allegation as to Black's discharge be dismissed.

2. The notice

With respect to the notice barring former employees from Respondent's premises, the General Counsel contends that the posting was designed to retard the Union's organizational effort by barring a prominent union adherent from the premises. Respondent contends that the notice was posted out of a concern that Black represented a threat to the Company.

As noted above, Respondent learned about Black's union activity on April 7 by way of the Union's telegram contending that Black was "terminated due to his union activity." The notice in issue was posted shortly thereafter. It is undisputed that the notice was personal to Black. Respondent's witnesses testified that on two occasions in the past such notices had been posted to bar other employees where Respondent feared damage to the Company. Nonetheless, I am satisfied that Respondent's action in posting the notice herein was motivated by a desire to deny access to the company premises of a union adherent and hence was unlawfully motivated.

In this regard, I note that, while the Company recites its concern of harm to the Company if Black were allowed access, Respondent is not specific in showing any legitimate basis for its concern, and even Stepp's testimony discloses little more than a general sort of irritation with his prior employment. Curiously, no such precaution was taken upon Black's two prior discharges from the employ of Respondent.[16] I also note that Black was reemployed by Respondent in August, which seems to belie any serious concern about Black as a threat to the Company, and this is true even if Black were reemployed to resolve the strike situation. In short, I conclude that the posting of the notice herein was motivated by Respondent's intent to impede the Union's organizational effort.

3. The 8(a)(1) allegations

Based upon the credibility findings noted above, I conclude that Stepp did unlawfully interrogate employees on the picket line on June 10. Also, by suggesting to them that their problems might be resolved or would be resolved by dropping the Union and returning to work, Respondent was impliedly soliciting and inducing them to abandon the Union and their strike, thus interfering with their right to engage in such protected activity.

Stepp also violated the Act by telling strikers that they could return to work if they got rid of the Union. These statements clearly interfere with the right of employees to obtain union representation free from such inhibiting activity by Respondent.

As noted above, I have concluded that Stepp, in conversation with Redfern on April 8, told Redfern, in essence, that organization by the employees would result in a sale and lease back of the trucks. This represented an implied threat to the job security of Redfern and I so conclude. Also, by telling Redfern that he was aware that Black was behind the Union, Stepp did convey to Redfern the impression that Black's union activity was under surveillance, and such remarks are also coercive within the meaning of Section 8(a)(1) of the Act.[17]

With the respect to Redfern's conversation with Ickes a few days later, I conclude that Ickes violated the Act by interrogating Redfern about his union activity and by suggesting that, if the Union were successful, Respondent could relocate in Pittsburgh. This interrogation is clearly unlawful, and the suggestion of a relocation was essentially a threat to Redfern's job security in violation of Section 8(a)(1) of the Act.

[16] It is undisputed that several former employees did have access to the Company's premises without restriction.

[17] However, I find the record ambiguous and insufficient to support the General Counsel's contention that Stepp unlawfully interrogated Redfern about his union activity.

Again, as to Slebodnik's conversation with Redfern, it is clear that the interrogation of Redfern about signing a union card and linking that to his continued employment was coercive as both unlawful interrogation and a threat of termination for having participated in the Union's organizational effort.

Slebodnik's conversation with McCarty was also coercive and a union-related threat since, in essence, it was a representation made to McCarty that if the Union were successful the trucks would be leased out and McCarty, a driver, would be out of a job.

In reviewing McCarty's conversation with Stepp, it appears that Stepp was likewise conveying to McCarty the impression that union organization could result in a move to Pittsburgh or the leasing out of the trucking operation, either of which was an implied threat to McCarty's job security if the Union were successful, and hence coercive within the meaning of Section 8(a)(1) of the Act.

4. The seniority system

Prior to the formulation and dissemination of the written seniority list on April 9 and 10, there existed a seniority system which, while not reduced to writing, was adhered to by Respondent in selecting employees for work. Spaid and Yanov were credited with seniority dates of May 1977 and October 1978, respectively. These seniority dates were used by Respondent in making their work assignments and, despite Respondent's contention that Spaid and Yanov had breaks in service, these seniority dates, for purposes of assignment, were retained until April 1981 when the written list was composed and they were given later seniority dates (1979) due to their alleged breaks in service. Obviously, this was a change in the seniority system used to select flyboys for work.

Respondent explained that the written seniority list was made up, as Stepp testified, because a written seniority list might be necessary in negotiating contract seniority if the Union were successful. Thus, it is clear that the adoption of the seniority list was related to and prompted by the Union's organizational effort. In these circumstances, the motivation for the change was unlawful since it was made for union-related considerations.

Having thus concluded that the establishment of the new seniority list was unlawful, it follows that any implementation of the list to the detriment of Respondent's employees was also unlawful. The record, particular the testimony of Yanov and Spaid, discloses that the new written seniority list was implemented as to them after it was disseminated in violation of Section 8(a)(3) of the Act. In this respect, I am satisfied that the record supports the conclusion that the new written seniority list was applied to Spaid to effectively deny him employment for the weekly payroll period ending May 12, especially the conversation between Spaid and Stepp noted above.[18] Likewise Yanov's conversations with Shuty and Slebodnik show that Respondent's failure to select him for employment on April 29 and 30 was the result of applying the new written seniority system to him. However, apart from these two instances, the record is not sufficient to support the conclusion that the application of the new seniority system was the reason for any other reduced employment they may have suffered.

5. Termination and refusal to recall strikers[19]

The General Counsel takes the position that Respondent's letters to the 11 economic strikers dated June 1, advising them of their permanent replacement "effective June 1," constituted, in essence, an unlawful termination of their employment.

Respondent contends that these replacement letters were not received by the strikers until after their replacements had been hired, and therefore cannot be regarded as "terminated" by reason of having been notified of their permanent replacement because, by the time they were notified, they had actually been replaced, regardless of the incorrect June 1 date in the letters.

The theory of the General Counsel's position, expressed in his brief, is that "the false communication to strikers that they have been permanently replaced constitutes the unlawful termination of their employment in violation of Section 8(a)(1) and (3) of the Act."

If the replacements were not permanent, then it is clear that the replacement letters sent to the strikers advising them that they had been permanently replaced would be false and, by thus falsely advising them, Respondent would in effect be regarded as having discharged them in violation of the Act. The Board has held, "Respondent's action in falsely advising the strikers . . . that they had been replaced constituted an unlawful termination of their employment in violation of Section 8(a)(3) and (1) of the Act. *W. C. McQuaide, Inc.*, 237 NLRB 177, 181 (1978)."[20] However, the record herein, while not exhaustive as it might be, when viewed in its entirety, supports the conclusion that the replacements, except for Hinderliter and Serre, who were employed only as summer replacements, were hired on a permanent basis. In this regard, I note Stepp's unrebutted testimony to that effect, his testimony of strike replacement discussions with his attorney as early as April 14, and the employment records of the replacements indicating they were permanent when hired.

Apart from the issue of the permanent status of the replacements, the General Counsel raises a second contention; to wit, that at the time they were advised that they had been replaced they had, in fact, not been replaced

[18] The General Counsel contends for the first time in his brief that, although not alleged, Stepp's statement to Spaid carried the message that "the Union was responsible for the loss of his earlier seniority date and the associated loss of benefits." However, this matter was not litigated at the hearing and I make no finding thereon.

[19] The complaint alleges that John (Pat) McCarty and Avis Black were terminated on or about June 1 and refused reinstatement on or about July 31. As to McCarty, Stepp testified that he did not participate in the strike and the record does not show otherwise. Accordingly, any theory of relief available to him as an unreplaced economic striker must fail, and I so conclude. As to Avis Black, it appears that she joined the strike in progress and was sent a termination letter on June 3, received by her on June 9. It appears that, since her departure, her part-time, 1-day-a-week job is being performed by several other employees in that department. In these circumstances, neither her termination nor Respondent's failure to recall her can be viewed as unlawful.

[20] See *Mars Sales and Equipment Co.*, 242 NLRB 1097, 1101 (1979).

and that untruthfully advising strikers that they had been replaced at a time when they had not constituted an unlawful termination of those economic strikers, in violation of Section 8(a)(3) of the Act.

Respondent argues that all 11 striking flyboys had been replaced by the time that they received their replacement letters. This being the case, the fact of the matter is that at the time they received notice of their replacement they had actually been replaced. As set out above, the record supports the conclusion that replacement letters were sent to all 11 striking flyboys on June 2 and received by 9 of them on June 3, and the other 2 somewhat later. The record also shows that, as of June 3, 11 replacements had either been hired or had received commitments of hire from Stepp.[21] In these circumstances, to conclude that the June 1 replacement dates in the letters are controlling would be to honor form over substance. The fact of the matter is that, at the time the striking flyboys were made aware of their replacement, they had in fact been replaced. Respondent's action in so advising them, despite the unintentional errors as to the June 1 date in those letters, does not constitute either unlawful termination or coercion within the meaning of the Section 8(a)(1) or (3) of the Act.[22]

The General Counsel takes what appears to be an alternate position in contending that, even if the strikers were not terminated by unlawful notice of replacement, the strike was converted into an unfair labor practice strike by Stepp's unlawful picket line remarks to the striking employees, which converted the strike into an unfair labor practice strike, and their status to that of unfair labor practice strikers, entitled to reinstatement upon their unconditional offer to return to work, made on their behalf by the Union on July 29.

However, as I have concluded that the replacements were lawfully employed as of June 3, the striking employees no longer retained any status as employees. Any unfair labor practice thereafter committed by Respondent in the picket line conversation of June 10 could not have had the effect of converting their status to that of unfair labor practice strikers with any right of reinstatement. *Randle-Eastern Ambulance Service, Inc.*, 238 NLRB 542, 553 (1977).

Thus, all strikers having been replaced at a time when their status was still that of economic strikers, it is academic from the standpoint of reinstatement whether the strike was thereafter prolonged by Respondent's unfair labor practices. Nonetheless, in resolving that limited issue, I conclude that while Respondent did commit certain unfair labor practices, as set out above, only the picket line conversation of June 10 took place after the strike had begun. None of those 8(a)(1) statements was of such character as to conclude that the strike was converted or prolonged as a result of them. In order to conclude that unfair labor practices converted and prolonged a strike, the evidence must show a causal relationship between the commission and the unfair labor practices and the continuation of the strike. There is no showing here that the strike would have ended sooner except for the unfair labor practices, and I so find. *Associated Grocers*, 253 NLRB 31 (1980).

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent as set forth in section III, above, occurring in connection with Respondent's operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondent has engaged in and is engaging in certain unfair labor practices, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

I have found that Respondent violated Section 8(a)(3) and (1) of the Act by establishing and implementing a new seniority list containing new seniority dates adversely affecting Joseph Yanov and Ronald Spaid in the selection process. I shall therefore recommend that they be made whole for any loss of pay they may have suffered as a result of the discrimination practiced against them to the extent that application of the new seniority list resulted in any reduction in their earnings. The backpay provided herein with interest thereon is to be computed in the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1977).[23]

On the basis of the foregoing findings of fact and conclusions, and upon the entire record in this case, I hereby make the following:

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By interfering with, restraining, and coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices proscribed by Section 8(a)(1) of the Act.

4. By establishing a new seniority system and by implementing that system to reduce the hours of employment of Ronald Spaid and Joseph Yanov, Respondent has violated Section 8(a)(3) and (1) of the Act.

[21] With respect to date, either the hire date or the date of commitment to hire is controlling as to the issue of timeliness as to striker replacements. *Superior National Bank & Trust Company*, 246 NLRB 721 (1979).

[22] The General Counsel also argues that any unreplaced economic strikers were converted into unfair labor practice strikers when Stepp told them in the picket line conversation that he would take them back immediately if they would abandon the Union and withdraw the pending unfair labor practice charges. The General Counsel's theory is that the "natural and probable consequences of such remarks would deter strikers from seeking reinstatement at a time when vacancies were available." I have concluded that the picket line conversation occurred on June 10. Since all 11 striking flyboy employees had been replaced at that time, it would have been impossible for Stepp's remarks to have had a coercive effect so as to convert them to unfair labor practice strikers, whatever validity may otherwise adhere to the General Counsel's argument.

[23] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, I hereby issue the following recommended:

ORDER[24]

The Respondent, Sedloff Publications, Inc., Portage, Pennsylvania, its officers, agents, successors, and assigns, shall:[25]

1. Cease and desist from:

(a) Interrogating employees concerning their activities on behalf of the Union.

(b) Soliciting and promising to remedy striking employees' complaints and grievances in exchange for abandoning the Union.

(c) Offering to reinstate striking employees on the condition that they abandon the Union, the strike, and withdraw pending unfair labor charges against Respondent.

(d) Creating the impression that employees' union activities are under surveillance.

(e) Threatening to discharge employees and threatening to subcontract, transfer, or relocate portions of Respondent's operation if the Union succeeded in organizing its employees.

(f) Posting, maintaining, or enforcing any unlawfully discriminatory policy prohibiting entry upon the premises by former employees.

(g) Establishing or implementing any unlawfully discriminatory seniority system.

(h) Reducing the employment hours of employees pursuant to any unlawfully established seniority system.

2. Take the following affirmative action which I find is necessary to effectuate the policies of the Act:

(a) Make Ronald Spaid and Joseph Yanov whole for any loss of pay which they may have suffered as a result of the discrimination practiced against them in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Rescind any unlawfully discriminatory rule prohibiting access of former employees to its premises.

(c) Rescind the unlawfully discriminatory seniority system established on or about April 9, 1981.

(d) Restore the seniority system as it existed prior to April 9, 1981.

(e) Preserve and, upon request, make available to the Board or its agents, for examining or copying, all payroll records, social security records and reports, and all other records necessary to analyze the amounts of backpay due herein.

(f) Post at its printing and distribution facilities in Portage, Pennsylvania, copies of the attached notice marked "Appendix."[26] Copies of said notice, on forms provided by the Regional Director for Region 6, after being duly signed by Respondent's authorized representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(g) Notify the Regional Director for Region 6, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

IT IS FURTHER ORDERED that the complaint herein be dismissed insofar as it alleges violations of the Act other than specifically found herein.

[24] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[25] While the General Counsel contends that a broad cease-and-desist order is appropriate, I cannot conclude that the unfair labor practices found herein are so widespread or egregious as to warrant it.

[26] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."